

3714 BOOK 95

MORTGAGE—Standard Form

(No. 52 B)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 30th day of December
A. D., 19 48, between Andrew Rice and Frances Rice, his wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and The Wellville Bank

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of ***** FIVE HUNDRED FIFTY & No/100 ***** DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part, its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning Twenty (20) feet North of the Southwest corner of the Northeast quarter of the Northeast Quarter of the Southeast Quarter of Section Five (5), Township Fifteen (15), Range Twenty (20), thence East One Hundred Twenty Seven and one-half (127½) feet, thence North One Hundred Thirty (130) feet, thence West One Hundred Twenty Seven and one-half (127½) feet, thence South one Hundred Thirty (130) feet to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of Five Hundred Fifty & No/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2nd of the second part said note to draw interest at the rate of six percent per annum

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2nd of the second part its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said parties of the first part their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Andrew Rice (SEAL)
Frances Rice (SEAL)

STATE OF KANSAS

Franklin County

Be It Remembered, That on this 30th day of December A. D. 19 48
H. E. De Tar

before me, a Notary Public
in and for said County and State, came Andrew Rice and
Frances Rice, his wife

to me personally known to be the same person as who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires February 12th. 1949

H. E. De Tar Notary Public



Recorded January 4, 1949 at 11:10 A. M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 17th day of July 1950

Attest: H. E. DeTar (Comm. Seal) The Wellville Bank
Cashier L. W. Hostetter Pres ident

This release was written on the original mortgage entered the 18th day of July 1950

Notary Public Seal